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## LABORERS COMPLIANCE AGREEMENT

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FEB 20 2012

The UNDERSIGNED EMPLOYER (Employer) hereby agrees with the WASHINGTON and NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS (District Council) and its affiliated local unions (Local Unions) that with respect to all persons performing laborers' work, it will abide by all of the terms and conditions of the following principal agreement and conditions of all future principal agreements (successor principal agreement) executed by the signatory parties hereon:

☒ WESTERN AND CENTRAL WASHINGTON LABORERS INDUSTRY AGREEMENT covering all construction work in the following counties: Whatcom, Skagit, Snohomish, King, Pierce, Thurston, Lewis, that portion of Pacific County north of a straight line made by extending the north boundary of Washington County west to the Pacific Ocean, Grays Harbor, Clallam, Jefferson, Mason, Kitsap, Island, San Juan, Kittitas and Yakima. This Agreement also covers that portion of Chelan and Okanogan lying west of the 120th Meridian in the State of Washington.

☒ SOUTHWEST WASHINGTON and OREGON LABORERS INDUSTRY AGREEMENT covering all construction work in the Washington, counties of Klickitat, Skamania, Clark, Cowlitz and Wahkiakum and that portion of Pacific County south of a straight line made by extending the north boundary line of Washington County west to the Pacific Ocean.

☒ EASTERN WASHINGTON and NORTHERN IDAHO LABORERS INDUSTRY AGREEMENT covering all construction work in the following counties or parts of counties east of the 120th Meridian: Adams, Asotin, Benewah, Blaine, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla and Whitman in the State of Washington, and Bonewah, Bonanza, Boundary, Clearwater, Kootenai, Latrobe, Lemhi, Nez Perce, Shoshone, and that part of Idaho County north of Parallel 42 in the State of Idaho.

☐ (Fill in correct designation of any other applicable agreement.)

**EXCEPTION:** The grievance and arbitration procedure of the principal or successor agreement shall apply when any party seeks redress by legal or economic action or both. All disputes involving subcontracting will be submitted only to a court of competent jurisdiction. Legal proceedings involving the interpretation or application of this Agreement, of the principal agreement or any successor agreement shall be filed in a court of competent jurisdiction (either state or federal) located in King County, Washington.

**WORK IN OTHER AREAS:** If the Employer employs laborers on work in the geographic area of any of the above stated principal agreements (other than the one checked), it will abide by all the terms and conditions of the principal or successor agreement applicable to the work location.

**BARGAINING UNIT:** The Employer hereby voluntarily recognizes the Union as the exclusive bargaining agent of all employees performing bargaining unit work covered by this Agreement, and agrees that a majority of those employees have designated the Union as their collective bargaining representative.

**TRUST OBLIGATIONS REAFFIRMED:** The Employer agrees to make contributions to the applicable health and welfare trust fund, pension trust fund, training trust fund, vacation trust fund, and any other trust funds, as specified in the principal and successor agreements. The Employer agrees to abide by all the terms and conditions of the trust agreements creating the trust funds and any amendments which have been or may be adopted. The Employer accepts as its lawful representatives, the employer trustees and their successors who serve on the trustee boards of the trust funds.

**TERM OF THIS AGREEMENT:** This Agreement shall be effective as of the date hereof (unless otherwise specified) and shall continue in effect during the term of the applicable principal agreement, and during the term of all successor principal agreements. In the event that the applicable principal agreement is automatically renewed, this agreement shall remain in effect during the period that the applicable principal agreement is renewed unless terminated as provided herein. Either party may terminate this Agreement as of the termination date specified in the principal agreement, or on the termination date specified in any successor principal agreement, whichever is later, by giving the other party notice of intention to terminate, by certified or registered mail, at least sixty (60) but NOT more than ninety (90) days in advance of such termination date. If a successor principal agreement has not been concluded as of the applicable termination date, the Employer will abide by the most recent principal agreement until a successor principal agreement has been concluded.

EFFECTIVE DATE: FEB 15, 2012 CONTRACTORS LIC. NO: MTCHEC 89214

By signing this agreement, the Employer acknowledges that it has received a copy of the principal agreement to which it is bound. Additional copies of the principal agreement and copies of the trust agreements are available upon written request from the District Council.

It is recognized that the Employer has not given bargaining authority to the AGC and by signing this agreement the Employer does not assume any obligation to the AGC.

Any modifications to this compliance Agreement shall not become effective nor binding on the parties until approved in writing by the District Council.

EMPLOYER IS: ☐ Proprietorship; ☐ Partnership; ☒ Corporation; LLC ☐ Joint Venture

WASHINGTON AND NORTHERN IDAHO  
DISTRICT COUNCIL OF LABORERS  
AND ITS AFFILIATED UNIONS:

By: [Signature]  
Agent of Local Union No. 242  
By: [Signature]  
Authorized Representative of the District Council  
DISTRICT COUNCIL COPY

(Flatwork, lumber, guller, post-tension)

EMPLOYER:

MTCHEC CONCEPTS LLC  
Name of Company (Please Print)  
PO BOX 923 253 283 4740  
Street Address Telephone  
SUMNER WA 98370  
City State Zip Code  
By: [Signature]  
Authorized Representative of the Employer

R.I.L. M.L.L.

EXHIBIT A